

REMARKS

In the Final Office Action¹, the Examiner rejected claims 1, 7, and 13-26 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,794,207 to Walker et al. ("*Walker '207*") and U.S. Patent No. 6,598,026 to Ojha et al. ("*Ojha*") in view of U.S. Patent No. 5,862,223 to Walker et al. ("*Walker '223*").

By this Amendment, Applicant cancels claims 13 and 20, amends claims 1, 7, 14, 17-19, 21, and 24-26, and adds new dependent claims 27 and 28, to more particularly define the scope of the invention. Upon entry of this Amendment, claims 1, 7, 14-19, and 21-28 will be pending and under current examination.

Applicant respectfully traverses the rejection of claims 1, 7, and 13-26. Independent claim 1, for example, recites an information processing apparatus including a "searching means ... [that] allows [a] second customer to search the non-binding requests for an offer to sell goods submitted by [a] first customer." None of the cited references teaches or suggests at least this subject matter of claim 1.

The Examiner concedes that *Walker '207* does not disclose the claimed non binding requests for an offer to sell goods (Office Action at p. 3). Applicant submits that, because *Walker '207* does not disclose a non-binding request for an offer to sell goods, *Walker '207* necessarily does not teach or suggest the claimed "searching means ... [that] allows [a] second customer to search the non-binding requests for an offer to sell goods submitted by [a] first customer."

¹ The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

Ojha fails to cure the deficiencies of *Walker* '207. *Ojha* discloses a "mechanism ... by which negotiations with a number of sellers may be automatically terminated when the buyer reaches an agreement with any other one seller" (*Ojha*, col. 4 lines 31-34). However, even assuming the negotiations in *Ojha* correspond to the claimed "non binding requests," *Ojha* does not disclose that a second buyer can search negotiations for a first buyer. Therefore, *Ojha* does not teach or suggest the claimed "searching means ... [that] allows [a] second customer to search the non-binding requests for an offer to sell goods submitted by [a] first customer."

Walker '223 fails to cure the deficiencies of *Walker* '207 and *Ojha*. *Walker* '223 discloses "a method and apparatus for an expert seeking to sell his services to more efficiently find a client." *Walker* '223 does not disclose that a first customer can search for requests for expert services submitted by a second customer, and even if *Walker* '223 did, such a search would be for requests for services, and not goods. Therefore, *Walker* '223 does not teach or suggest the claimed "searching means ... [that] allows [a] second customer to search the non-binding requests for an offer to sell goods submitted by [a] first customer."

Although of different scope, independent claim 7 recites subject matter similar to claim 1. Claims 14-19 depend from claim 1, and claims 21-26 depend from claim 7. As already discussed, none of the cited references teach or suggest the claimed "searching means ... [that] allows [a] second customer to search the non-binding requests for an offer to sell goods submitted by [a] first customer."

Because the cited references fail to teach or suggest each and every claim element recited by claims 1, 7, and 13-26, no *prima facie* case of obviousness has been

established. Applicants therefore request the Examiner to withdraw the rejection of these claims under 35 U.S.C. § 103(a).

In view of the foregoing remarks, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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Dated: August 1, 2006

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